

Premiere Network Services, Inc.

Long Distance tariff

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**Tariff Applicable To  
Telecommunications Services  
Provided within the State of Kentucky**

By

**PREMIERE NETWORK SERVICES, INC.**

	<b>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</b>
<b>ISSUED:</b>	<b>EFFECTIVE:</b>
<b>BY: Leo A. Wrobel, President Premiere Network Services, Inc. 1510 N. Hampton, Suite 120 DeSoto, TX 75115</b>	<b>AUG 16 2000</b> <b>FURSUANT TO 807 KAR 5.011, SECTION 9 (1)</b> <b>BY: <u>Stephan O. Bell</u></b> <b>SECRETARY OF THE COMMISSION</b>

CHECK SHEET

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
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AUG 16 2000  
PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
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TABLE OF CONTENTS

Original Title Page..... Cover

Check Sheet..... 1

Table of Contents ..... 2

Concurring Carriers ..... 3

Connecting Carriers..... 3

Other Participating Carriers..... 3

Explanation of Symbols and Abbreviations..... 4

Definitions..... 5

Rules and Regulations ..... 7

Service Description and Rates ..... 22

Miscellaneous Services and Rates ..... 34

Promotions..... 35

Contract Services..... 36

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

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EXPLANATION OF SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule or condition.

EXPLANATION OF ABBREVIATIONS

- LATA Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC Local Exchange Company.
- NECA National Exchange Carriers Association.

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SECTION 1 - DEFINITIONS

**Access Line** - An arrangement which connects the Customer's telephone to a Premiere designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.

**Commission** - Federal Communications Commission.

**Company or Carrier** - Premiere Network Services, Inc. unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**ICB - Individual Case Basis.** Custom assembly built on a contract basis for a specific business application or to meet a customer need not envisioned in the remainder of this tariff.

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SECTION 1 - DEFINITIONS, (CONT'D.)

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

**United States** - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposes of rating calls.

**Premiere** - Used throughout this tariff to refer to Premiere Network Services, Inc.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Premiere Network Services, Inc.**

Premiere's services and facilities are furnished for communications originating within the United States under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Premiere arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Premiere may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Premiere network.

Premiere provides resold value-added and facilities-based telephone communications services.

Premiere is a "Designer Carrier"™, providing advanced services such as OC-12 SONET Access Facilities, Asynchronous Transfer Mode Services (ATM), ISDN/ASDL/DSL Services, T1/T3 Services (also including T1/T3 upgrades to SONET OC-XX, Integrated Wide Area Network Management Systems, Fault-Tolerant Network Assemblies for Disaster Recovery, Native LAN Connectivity, Business Resumption Services, Televaulting and Remote Data Archiving, Teleradiology and Medical Applications, Education, Remote Serving Applications, and Custom Call Center and Call routing capabilities.

**2.2 Use**

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 2.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by Premiere in its reasonable judgment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Assignment or Transfer

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability

- 2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.5.3 When the services or facilities of other common carriers are used separately or inconjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability, (cont'd.)

- 2.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:
- (a) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
  - (b) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
  - (c) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

2.6 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Billing and Payment for Service**

**2.7.1 Responsibility for Charges**

Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Billing and Payment for Service, (cont'd)

2.7.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.7.3 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

2.7.4 Return Check Charge

The Company reserves the right to assess a return check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit the Company may apply against overdue charges. The amount of the security deposit shall not exceed two month's estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Commission rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. Interest on deposits are calculated in conformance with the deposit index as defined in Section 16-262j(d) of the Kentucky General Statutes and rounded to the nearest one-tenth of one percentage point, except that in no event shall the rate be less than one and one-half percent. Interest shall be credited semi-annually to the service account of the Customer or paid upon return of the deposit, which ever occurs first. Deposits will be returned to a Customer upon cancellation of service or after one year, whichever occurs first, unless the Customer is delinquent in payment, in which case, the Company will continue to retain the deposit until the delinquency is satisfied. If service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.9 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Premiere's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. Provided the equipment utilized by the customer does not cause harmful interference to the network, in the judgment of Premiere. Premiere will not preclude the customer from use of any FCC-approved equipment. Premiere reserves the right in these cases to not guarantee a particular data speed for data transmission, rather, Premiere will however ascertain that the conditioning level for the type of services meets applicable specifications.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.12 Interconnection**

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Private wire centers may also be established on the customer premises on a contract (ICB) basis.

**2.13 Inspection, Testing and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

Credit = A/30 x B

A = outage time in days  
B = total monthly charge for affected service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.15 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.16 Refusal or Discontinuance by the Company

Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

- 2.16.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- 2.16.2 For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.16.3 For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 Refusal or Discontinuance by the Company, (cont'd.)

- 2.16.4 For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.16.5 For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.16.6 For unauthorized or unlawful use of Travel Service numbers and Authorization Codes: Travel Service numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.

2.17 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.18 Use of Recording Devices

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

- 2.18.1 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- 2.18.2 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- 2.18.3 The requirement of 2.19.1 and 2.19.2 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

3.1 General

Premiere offers direct dialed intra LATA (1+) service, inbound toll-free number service and travel card services under terms of this tariff. Long distance when it is provided, is through a separate affiliate certificated specifically to provide that service.

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D.)****3.2 Timing of Calls**

Billing for calls placed over the Premiere network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Call timing begins when the called party answers the call (i.e., when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 3.2.4** For billing periods, usage after the initial period varies by service and is specified by product or option in subsequent sections of this tariff.
- 3.2.5** If a Customer indicates that he/she was billed for an incomplete call, Premiere will reasonably issue credit for the call.

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SECTION 9 (1)  
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LONG DISTANCE SERVICE

3. Two-Point Service

3.3 Classes of Service

Service is offered on a Station-to-Station or on a Person-to-Person (T)  
basis. Day, Evening, Night and Weekend rates apply to all classes of (T)  
service excluding the operator service charges specified in 1.4.2, as (T)

3.3.4 All Classes of Service

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAY RATE PERIOD Full Rate					Night & Weekend Rate Period 40% Discount	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD 25% Discount					Night & Weekend Rate Period 40% Dis.	Evening Rate Period 25% Dis.
11:00 PM TO 8:00 AM*	NIGHT and WEEKEND RATE PERIOD 40% Discount						

\* Up to but not including.

3.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Independent Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

3.3.3 Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

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LONG DISTANCE SERVICES

3. Two-Point Service (Cont'd)

3.4 Time of Day

The time when connection is established, as provided in 1.4, following, determined in accordance with the time-standard or daylight savings - legally or commonly in use at the location of the rate center of the calling service point, determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect.

3.5 Rates

The following rates apply to intrastate intraLATA business between service points within the designated LATAs in the State of Kentucky:

3.5.1. Usage - All Classes of Service

- (A) Initial period rates indicated in the rate tables in 3.6 are for connections of one minute or any fraction thereof. (T)
- (B) All additional minute rates indicated in the rate tables in 3.6 are for each additional minute or any fraction thereof, that the connection continues beyond the initial period. (T)
- (C) When the connection is established in one rate period and ends in another, the rate for each rate period applies to the portion of the connection occurring within that rate period. In the event that a minute of use is split between two rate periods, the rate in effect at the start of that minute applies.
- (D) Discounts for the Evening, and Night and Weekend reduced rate periods indicated in the table in 3.3.4, preceding, are expressed as a percent reduction of the charge calculated at the rates indicated in the table in 3.6 are applied to message connections established during the periods indicated in 3.3.4, preceding.
- (E) Discounts apply to the charge for the initial minute occurring within the discount rate period and to all additional minutes occurring within each discount rate period. The discount is computed separately for charges in each rate period and the results are then totaled. When application of the discount results in a fractional charge, the amount will be rounded down to the lower cent.

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LONG DISTANCE SERVICES

3. Two-Point Service (Cont'd)

3.5 Rates (Cont'd)

3.5.2. Service Charges

- (A) The rates in (B), following, will apply on Operator Station-to-Station and Person-to-Person service in addition to the rates as specified in 3.5.1, preceding. Discounts as specified in 3.4.1, do not apply to service charges.

Long distance TRS calls charged to a Telephone Company Calling Card will be provided at rates which do not exceed those that would apply to a similar non-TRS call made using coin sent-paid service.

- (B) Rates

<u>DESCRIPTION</u>	<u>Rate</u> <u>Per Occurrence</u>
<u>STATION-TO-STATION SERVICE</u>	
<u>Calling Card</u>	
Non-Automated	\$1.15
Semi-Automated	1.15
Fully Automated	0.40
<u>Collect</u>	
Non-Automated	\$1.15
Semi-Automated	1.15
Fully Automated	1.15
<u>Billed to a Third Number</u>	
Non-Automated	\$1.15
Semi-Automated	1.15
<u>Sent Paid</u>	
Non-Automated	\$1.15
Semi-Automated	1.15

PERSON TO PERSON SERVICE (1)

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Non-Automated	\$2.80
Semi-Automated	2.80

OTHER SERVICES

Line Status Verification (2)	\$1.35
Busy Interrupt (2)	2.20

(C) Where the customer direct dials the Directory Assistance number, the charge is assessed according to the following procedure.

- (1) Person-to-person service may be billed to a calling card, billed to a third number, or billed as collect at no additional charge.
- (2) This charge is not applicable where an operator is requested to verify or interrupt intraLATA interexchange calls to or from authorized emergency agencies (i.e., police, fire and ambulance). Agencies that are not obvious emergency agencies may apply for an exemption so that charges as set forth, for line status verification and busy interrupt, are not applicable.

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LONG DISTANCE SERVICES

3. Two-Point Services (Cont'd)

3.5 Rates (Cont'd)

3.5.2 Service Charges (Cont'd)

- (D) Where the customer direct dials the Directory Assistance number, (T)  
the charge for each call (maximum of two requests per call) is  
\$0.30 for each in excess of the allowance.
- (E) Where the customer places a call to the Directory Assistance (T)  
Attendant via an operator or has Directory Assistance Charges  
billed to a telephone credit card, or a telephone number other  
than the originating number, the charge for each call (maximum of  
two requests per call) is \$0.60. If dial facilities are not  
available, calls placed to Directory Assistance via an operator  
shall be considered as customer dialed.
- (F) No credit will be given for any unused portion of the customers (T)  
allowance. No credit will be given for requested telephone  
numbers that are nonpublished or nonlisted. No credit will be  
given for requested telephone numbers that are not found in the directory.
- (G) Call allowances are not transferable between separately billed (T)  
Accounts of the same customers. (D)  
(D)

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## LONG DISTANCE SERVICES

3. Two-Point Service (Cont'd)Rates (Cont'd)3.5.4 Timing of Messages

- (A) On Station-to-Station calls, chargeable time begins when Connection is established between the calling and the called Service points, mobile telephone system or private exchange system.
- (B) On Person-to-Person calls, chargeable time begins when connection is established between the calling person and the particular person or service point specified or an agreed upon alternate.
- (C) Chargeable time ends when the connection is terminated at any point.
- (D) Chargeable time ends when the calling service point "hangs up" thereby releasing the network connection. If the called service point "hangs up" but the calling service point does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the SWBT operator.
- (E) Chargeable time does not include time lost because of faults or defects in service.

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LONG DISTANCE SERVICES

3. Two-Point Service (Cont'd)

3.6 Rate Tables

3.6.1. Dial Station-to-Station, Operator Station-to-Station, and Operator Person-to-Person

Rate <u>Mileage</u>	Day Initial <u>1-Minute</u>	Day Each Additional <u>Minute</u>
1-17	\$ 0.10	\$ 0.08
18-22	0.15	0.12
23-28	0.21	0.18
29-34	0.25	0.24
35-41	0.31	0.31
42-51	0.37	0.36
52-66	0.41	0.40
67-81	0.44	0.43
82-105	0.46	0.45
over	0.49	0.47

3.6.2 In addition to the Basic Rate Schedule, listed in 4.6.1., Operator Service Charges as listed 3.4.2 may apply.

3.6.3 Discounts apply to total minutes of use for all messages. Discounts do not apply to operator assistance service charges.

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LONG DISTANCE SERVICES

3.7 Conference Service

3.7.1 Definition

Long Distance Message Telecommunications Conference Service is the furnishing of simultaneous connections between three or more intraLATA exchange access arrangements.

3.7.2 Conditions Under Which Service is Furnished

3.7.2.1 Service is furnished where and to the extent that service components permit.

3.7.2.2 The connections will be established on either a Person-to-Person or Station-to-Station basis.

3.7.2.3 Premiere will, upon request, attempt to establish the conference connections at a specified time.

3.7.2.4. Charges for conference service may be reversed provided that the total charge is billed against one called service point and that the charge is accepted at the designated service point.

3.7.3 Timing of Messages

3.7.3.1 The chargeable duration of the message is the elapsed time between the start of the conversation, with all service points on the intraLATA conference connection, and the time at which the disconnect signal is received from the originating service point, except as provided in 3.7.3.2. following.

3.7.3.2 When the originating customer requests that one or more service points be added to or disconnected from an intraLATA conference call on which conversation is in progress, that call is considered terminated and a new call is considered initiated to the revised group or service points.

3.7.3.3 Chargeable time does not include time lost because of faults or defects in the service.

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3. Conference Service (Cont'd)

3.7.8 Rates and Charges

The total charge for the intraLATA conference connection is the sum of the setup charge and the charge for total conversation time.

3.7.8.1 The setup charge is \$1.85 for each service point included in the intraLATA conference call.

3.7.8.2 The charge for conversation time will consist of the total minutes of conversation multiplied by the appropriate charge per minute applying to the intraLATA conference call.

The per minute charge for each service point is as follows:

<u>Mileage Between the Two Most Distant Service Points</u>	<u>Charge Per Minute</u>
0 - 17	\$ 0.06
18- 66	0.12
Over 66	0.18

3.8 Application of Special Charges

A special charge may be applied based upon the cost of any special equipment used. Such special charges are separate from and in addition to the initial period and additional period rates computed as outlined in this tariff.

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LONG DISTANCE SERVICES

3.9 Special Reduced Rates

3.9.1 Rates Applicable on Certain Holidays

3.9.1.1 On Christmas Day (December 25) and on New Year's Day (January 1), Independent Day (July 4), Thanksgiving Day and Labor Day and on resulting legal holidays when Christmas, New Year's or Independence Day legal holidays fall on dates other than December 25, January 1 or July 4, the holiday rate applicable on all classes of two-point LDMTS between intraLATA service points within the State of Kentucky, is the Evening rate, unless a lower rate would normally apply. Discounts do not apply to service charges as specified in 3.4.2.

4. **Carrier Access Service**

Originating and terminating switched access lines are available to access long distance 1+, 0+, 800, 900, and other IXC service via Premiere access line. The charges shown on the following page are rendered to IXC's through the appropriate billing systems and settlement mechanisms. These rates have been adopted from a cost-based rate case study for a major Kentucky local carrier. They may be subject to change in the future if Premiere adopts another state-certified rate or initiates its own cost study.

4.1 **MONTHLY RECURRING CHARGES**

Originating Common Carrier Line	0.02788000
Originating Local Switching	0.01230000
Originating Residual Interconnection Charge	0.00000000
Terminating Common Carrier Line	0.03994800
Terminating Local Switching	0.01230000
Terminating Residual Interconnection Charge	0.00000000
Directory Assistance per Call	0.85000000

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SECTION 4 - MISCELLANEOUS SERVICES AND RATES

4. Directory Assistance

Directory Assistance is available to Customers of Premiere Network Services, Inc. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call \$0.85

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SECTION 5 - PROMOTIONS

5. General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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SECTION 6 - CONTRACT SERVICES

## 6. General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract. The contract specifics may be filed with the applicable regulatory body as required, but under cover if they contain proprietary business information or trade secrets.

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